

Form 240A - Reaffirmation Agreement (1/07)

Presumption of Undue Hardship
 No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

UNITED STATES BANKRUPTCY COURT
District of UTAH SALT LAKE CITY

In re Gregg Daniel Baird,
Debtor

Case No. 09-21980
Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5) Part D: Debtor's Statement in Support of Reaffirmation Agreement
 Part B: Reaffirmation Agreement Part E: Motion for Court Approval
 Part C: Certification by Debtor's Attorney

[Note: Complete Part E only if debtor was not represented by an attorney during the course of negotiating this agreement. Note also: If you complete Part E, you must prepare and file Form 240B - Order on Reaffirmation Agreement.]

Name of Creditor: Wells Fargo Bank, N.A., Wells Fargo Auto Finance

[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm:

\$2,650.57

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

MR

Form 240A - Reaffirmation Agreement (Cont.)
ANNUAL PERCENTAGE RATE

2

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. ~~If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.~~

~~(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: %.~~

~~— And/Or —~~

~~(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:~~

~~\$ @ %;
\$ @ %;
\$ @ %.~~

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 07.50%.

~~— And/Or —~~

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 7.50%. If different simple interest rates apply to different balances included in the amount reaffirmed,

Form 240A - Reaffirmation Agreement (Cont.)

3

the amount of each balance and the rate applicable to it are: \$

_____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
04 OLDSMOBI ALERO	\$9,987.00
VIN: 1G3NL52FX4C119805	

Optional--At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of _____ is due on _____, but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

—Or—

Your payment schedule will be: _____ (number) payments in the amount of _____ each, payable monthly on the _____ (day) of each _____ (week, month, unless altered later by mutual agreement in writing.)

—Or—

Your payment schedule will be: 13 payments in monthly installments of \$214.41 commencing on 06/06/2009 and continuing on the same day of each succeeding month.

Form 240A - Reaffirmation Agreement (Cont.)

4

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

Form 240A - Reaffirmation Agreement (Cont.)

5

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

Form 240A - Reaffirmation Agreement (Cont.)

6

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Contract Type: Installment Contract; Contract Date: 11/17/2004; Account No.: [REDACTED]

Original Credit Term: 61; Original APR: 07.50%; Original Monthly Payment: \$214.41
Original Amount Financed: \$10,667.36

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

This reaffirmation reduces: the balance from \$2,678.67 to \$2,650.57, the interest rate from 07.50% to 7.50%, and the monthly payment from \$214.41 to \$214.41 effective 03/17/2009.

SIGNATURE(S):

Borrower:

Gregg Baird

(Print Name)

Gregg Baird

(Signature)

Date: 6-1-09

Co-borrower, if also reaffirming these debts:

(Print Name)

(Signature)

Date: _____

Accepted by creditor:

Wells Fargo Bank, N.A. Wells Fargo Auto Finance

(Printed Name of Creditor)

13675 Technology Drive, Bldg. C, 2nd Floor
Eden Prairie, MN 55344-2252

(Address of Creditor)

[Signature]

JULIE J. JOHNSON, Bankruptcy
Specialist

(Printed Name and Title of Individual
Signing for Creditor)

Date of creditor acceptance:

6-9-09

Form 240A - Reaffirmation Agreement (Cont.)

7

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Check box, if applicable and the creditor is not a Credit Union.] A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Robert Fugel

Signature of Debtor's Attorney: Robert Fugel

Date: 6/3/09

Form 240A - Reaffirmation Agreement (Cont.)

8

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete sections 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship."]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$2000.00, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$1785, leaving \$215 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here:

(Use an additional page if needed for a full explanation.)

2. Provide the information requested below and then check one of the applicable paragraphs.

Schedule I Total Income = 2203 Schedule J Total Expenses = 2633

a. There IS NOT a difference between the total income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above.

b. There IS a difference between the total income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above. The difference between the income and expenses stated in Schedules I and J and the income and expenses stated in Paragraph 1 above is due to the following: *I have separated from spouse and have different job*

I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: Rozzi Bain
(Debtor)

(Joint Debtor, if any)

Date: 6-1-09

— Off —

~~If the creditor is a Credit Union and the debtor is represented by an attorney,~~

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____

~~(Debtor)~~

~~(Joint Debtor, if any)~~

Date: _____

ADDITIONAL TERMS AND AGREEMENTS

A. PROMISE TO PAY: You promise to pay the downpayment and Amount Financed, plus the Finance Charges on the Amount Financed as shown in the Payment Schedule, even if the vehicle is damaged, destroyed or missing.

B. SIMPLE INTEREST CONTRACT: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule shown may differ from the amount you will ultimately have to pay if your payments are not received on their exact due dates or the Seller adds amounts to the amount you owe for any of the reasons stated below. For example, early payments would reduce your final payment, while late payments and additions to the amount you owe would increase it. Your final payment may be different from the amount shown (or at our option, we may require you to make additional payments until all amounts you owe are paid in full) if the Seller figured the Payment Schedule assuming equal monthly payment periods and other factors permitted under the Truth in Lending Act. Your promise to pay requires you to pay the final payment on the date due even if it is different from the amount shown for any of these reasons.

E. INSURANCE: You agree to keep the vehicle insured in our favor with a policy satisfactory to us and with an insurer authorized to do business in the jurisdiction in which the vehicle is registered, with comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle. You agree to deliver the policies to us, and you agree that we may (i) contact your insurance agent to verify coverage or to add us as a loss payee or lienholder, (ii) make any claim under your insurance policy, (iii) cancel any insurance financed under this contract on your behalf, and (iv) receive any payment of loss or return premium, and apply the amounts received, at our option, to repair or replace the vehicle or to your indebtedness under this contract, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, procure insurance to protect our interest in the vehicle, and you agree to pay for any insurance we procure and Finance Charges on the premium and Annual Percentage Rate shown on the reverse, according to the notice we send you. You agree that any insurance we purchase may be for the protection of our interest in the vehicle, and may be for the remaining term of the contract or any shorter period as we determine. Such insurance may not cover you personally, property damage, public liability, uninsured motorist, no-fault, or any other types of insurance coverage, or any liability for damage to the vehicle. You understand that the insurance premium may be higher if we must purchase insurance than if you had purchased the insurance yourself. If insurance has been purchased in connection with this contract, any difference between the amounts shown in the Statement of Insurance for premiums which may arise from errors in computation, classification, grouping or zoning, or changes in the type of insurance shall be payable by you on demand. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

F. PREPAYMENT OF AMOUNT OWED: You may prepay all amounts due under this contract at any time.

F. PREPAYMENT OF AMOUNT OWED: You may prepay all amounts due under this contract at any time. **DEFAUL** T: In which case we may take any action of any kind to collect on this leasehold contract or any other contract you have with us, including, but not limited to, repossessing the vehicle, or any other property you have in our possession, or if the vehicle is damaged, destroyed, or impounded, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable subject to any right of reinstatement as required by law, (2) repossess the vehicle, and (3) take immediate possession of the vehicle. (4) demand any amount necessary to cover the cost of repairing, replacing, or repairing any damage to the vehicle, and giving notice as provided by law, we do not have to wait for a court to order us to do so. We may purchase the vehicle at any public sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the vehicle, and the remainder will be applied to unpaid sums owing under this contract, including collection costs and attorney fees. If there is any amount left over after we have applied it to the amounts due, we may keep it. If there is any amount left over after we have applied it to the amounts due, we may keep it. You will be liable to us for any deficiency if we do not sell the vehicle or if we do not receive enough money to pay all amounts due. You will be liable to us for any deficiency if we do not sell the vehicle or if we do not receive enough money to pay all amounts due. We may require you to pay us the amount of any deficiency, and we may sue you for that amount. We may require you to pay us the amount of any deficiency, and we may sue you for that amount. Our remedies are cumulative and taking of any action shall not be a waiver or prohibit us from pursuing any other remedy. You agree that upon your default, we may require you to pay us and our agents, permission to enter upon any

our reasonable collection costs, including, but not limited to, an attorney's fee. In addition, if we repossess the vehicle, you grant to us and our agents the right to attach to any premises where the vehicle is located. Any repossession will be made peaceably, and, if agreed with you, we will not file a complaint for attachment in any court. If we repossess the vehicle, including, but not limited to, any amounts we are entitled to under this contract, with respect to any sums we are entitled to recover pursuant to the previous four sentences, you will reimburse us, at our option: (i) upon our demand upon you to do so or (ii) we may add the dollar amount of any such sums, costs and expenses to the balance of this contract, accruing Finance Charge, from the time we pay such amounts until the time you pay them to us, at the Annual Percentage Rate set forth in this contract, plus any applicable state, local, or other taxes, fees, or charges.

WARRANTIES OF BUYER: You promise that you have given true and correct information in your application for credit; you have no knowledge that will render that information untrue; and that you will not make any statement to us or to any of our officers or other employees, as your attorney-in-fact, with full power of substitution, to sign in your name, or in the name of any other person, any document, instrument or agreement, which will render the information untrue; you will provide us with documents and other information necessary to verify any item of information contained in your credit application; that you have given us a true payoff amount on any vehicle traded in and that if it is not correct and is greater than the amount shown in this contract, you will pay the excess to us upon demand; and that any trade-in vehicle described on the reverse of this contract is free from all claims of others, except as previously disclosed to us.

I. POWER OF ATTORNEY: You hereby appoint us, as well as any of our appropriate officers or other employees, as your attorney-in-fact, with full power of substitution, to do for you, your heirs, executors, administrators, or assigns, all such acts and things as may be necessary or convenient to transfer, convey, or otherwise dispose of, or to do and perform all and any other acts necessary or incident to the execution of the powers you hereby grant us, including without limitation endorsing insurance proceeds checks on your behalf, as fully and to all intents and purposes as you might or could do personally present. This grant of a power of attorney, being coupled with an interest, is irrevocable until all your obligations under this contract have been fully satisfied and paid in full.

J. OTHER AGREEMENTS OF BUYER: (1) in the event the estimated Department of Motor Vehicle fees are greater than the amount shown, you will pay the excess to us upon demand. If they are less, we will refund the excess to you. (2) You agree that if we accept moneys in sums less than those due or make extensions of time or date of payment, or if we consent to any non-acceptance of a bill of exchange or a bill of lading, we will be liable for the amount so accepted or so agreed to, even though we are not bound for the same by a return by a holder in due course. (3) You agree to pay us a sum for the return by a holder in due course of a dishonored check, negotiable order of withdrawal, or similar draft issued in connection with any payment due under this contract. (4) If the vehicle is repossessed, we may store personal property found in the vehicle for your account and at your expense, as permitted by law, and you do not claim the property within 10 days after repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you. (5) If your payment is more than 10% late, we may require you to pay us the greater of \$15 or 5% of the late amount. (6) You will allow us to inspect the vehicle at any reasonable time and notify us of any damage or repair required under this contract and agree to pay all that is still owing under the same, and to repair such damage immediately. (7) You

K. DELAY IN ENFORCEMENT: We can delay or waive enforcement of any of our rights under this contract without losing them. **L. SELLER'S WARRANTIES:** We disclaim any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture or model of the vehicle. You agree that you have verified the description of the vehicle to your satisfaction and there is no warranty as to the correctness of the description of the vehicle. **UNLESS THE SELLER MAKES AN EXPRESS WARRANTY CONCERNING THE VEHICLE OR WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT FEE FOR DRIVERS SERVICE CONTRACT GOVERNS THE VEHICLE THE SELLER MAKES NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES WITH**

MR. NOTICES: Any notice sent to you will be sufficient if mailed to your last known address, which is presumed to be your address as set forth in this contract unless you have given us written notice of a change of your address.

M. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD

NOTICE: PURSUANT TO I.C. 40-10-1-10, THE SELLER AGREES THAT ALL LIENS
HEREUNDER AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY
BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HERUNDER.

The notice above does not apply if the box for Commercial or Agricultural use is checked on the reverse of this contract.

NOTICE PURSUANT TO I.C. 40-10-1-10, REGARDING MOTOR VEHICLE SERVICE CONTRACTS. THE PURCHASE OF A MOTOR

ASSIGNMENT WITH RESCOURSE

For value received, the Seller ("Seller") named on the other side of this Simple Interest Motor Vehicle Contract and Security Agreement ("Contract") does hereby sell, assign and transfer to: _____, the property described in the Contract ("Property"), and all moneys due and to become due under the Contract and its successors and assigns ("Assignee") all of Seller's right, title and interest in and to the Contract, the property described in the Contract in all its terms and the prompt payment when due of any and all sums due under the Contract, together with collection expenses, costs and attorney's fees, and agrees to pay any attorney's fees and costs incurred in enforcing this Assignment With Recourse. Seller has not assisted the buyer named in the Contract ("Buyer") in obtaining a loan from any third party to be used as all or a part of any downpayment or any other payment on the Contract, except as expressly stated in the Contract. Seller represents and warrants that all requirements of federal and state laws applicable to the Contract, including, without limitation, the Truth-in-Lending Act, the Equal Credit Opportunity Act, the Consumer Credit Protection Act, and regulations promulgated under such laws, have been complied with. Seller agrees to indemnify Assignee against and hold Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, losses, damages and liabilities, including attorney's fees, arising out of, related to, connected with or resulting from any contention, whether well founded, baseless or otherwise, that there has been a violation of, or failure to comply with, any such laws in connection with the Contract. Seller agrees that in the event the Buyer breaches the Contract, whether or not the Property has been repossessed, or otherwise, Seller will make all reasonable expenses and within a reasonable time after the time of repossession, Seller agrees that in the event of default by Buyer or repossession of the Property, Seller will pay to Assignee upon demand the entire balance outstanding under the Contract. Seller waives all rights, defenses, demands and notices under this Assignment With Recourse and all other rights that can be waived in an assignment such as this. Seller agrees to indemnify Assignee from all claims, demands, losses and liability, including attorney's fees, or the making or assignment of the Contract. Seller waives any and all rights of nonpayment, demand, presentation or protest which may be represented under this Assignment With Recourse or in connection therewith. Seller waives all requirements of law which may be presented by Assignee to Seller shall not in any manner release Seller. In the event that any suit is instituted to enforce any of the terms of this Assignment With Recourse, Seller waives the right to change the place of trial from the court originally acquiring jurisdiction. Seller warrants that application has been made for vehicle registration showing Assignee as first lienholder on the title to the Property.

Dated _____ at _____ (Dealer's City and State)

Signed _____ (Name of Dealer) _____ (Seal) _____ By _____ (Officer, Firm Member or Owner)

ASSIGNMENT WITHOUT RECOURSE

this Simple Interest Motor Vehicle Contract and

WITHOUT RE COURSE to, *seller*, and its successors and assigns ("Assignee") all of Seller's right, title and interest to the Contract, the property described in the Contract ("Property"), and all moneys due and to become due under the Contract subject to the terms of this Assignment with Recourse, any separate dealer agreement with the Assignee and any provision checked below. Seller (jointly and severally if more than one) hereby further agrees as follows: Seller has not assisted the buyer named in the Contract ("Buyer") in obtaining a loan from any third party to be used as all or a part of any downpayment or any other payment on the Contract, except as provided in the Contract. Seller has not induced the Buyer to sign the Contract, and the time of such execution, the Buyer was of legal age and competent to execute the Contract, that the Property is truly and accurately described in the Contract, and has been delivered into the possession of Buyer; that the amount recited as having been received as a downpayment was actually paid in cash and not its equivalent; that merchandise taken in trade was received at not more than the reasonable market value thereof at the time of its receipt; that the terms of sale and statements set forth in the Contract are true and correctly set forth; that Seller has not made any statement to the property subject only to the rights of the Buyer; that there are no encumbrances, consents or restrictions on the Buyer's title; that Seller has given to the Assignee all information given concerning the Buyer is true and correct; that to Seller's knowledge, there is no material misstatement in Buyer's credit application submitted to Assignee; and that Seller has no information or reason to suspect that any provision of the Contract will be violated and that Buyer is not a good moral and financial risk. The Contract, and the transaction it evidences, and all disclosures to Buyer and other matters in connection with the Contract, in all respects, as required by and in accordance with all applicable federal and state consumer protection laws and regulations, including the Truth in Lending Act, the Federal Equal Credit Opportunity Act, state and federal laws regulating consumer credit and discrimination in the granting of consumer credit, and regulations promulgated under such laws, have been compiled with and the Seller hereby agrees to indemnify Assignee and hold Assignee harmless from all claims, actions, suits, proceedings, costs, expenses, losses, damages, and liabilities, including attorney's fees, arising out of or in connection with the Contract. Should any of Seller's representations or warranties be false, Seller agrees to pay to Assignee or holder, upon demand, the full unpaid balance of the Contract, whether or not possession of the Property has been taken by Assignee or suit has been instituted against the Buyer, Seller, or both. Seller agrees that the taking of possession of the Property shall not be deemed an election of remedies, and Seller agrees to pay any deficiency thereafter remaining, if Assignee is required to bring an action against Seller as a result of the breach of any representation or warranty contained in this Assignment. Seller shall pay reasonable attorney's fees and costs to Assignee in connection with the defense of any action brought by the Assignee or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof and all other rights that can be waived in an assignment such as this. In the event that suit is instituted to enforce any of the terms of this Assignment Without Recourse, Seller waives the right to change the place of trial from the court originally acquiring jurisdiction. Seller warrants that application has been made for vehicle registration showing Assignee as first lienholder on the title to the Property.

Any of the following that are checked also apply:
Assignee or other holder upon demand for the full amount then unpaid, whether the Contract shall then be in default or not.

Full Repurchase. Seller guarantees payment of the full amount remaining unpaid under the Contract and covenants that if default be made in the payment of any installment due under the Contract, to pay the full amount then unpaid to the Assignee or holder, upon redelivery of the vehicle to Seller.

Limited Guarantee. Seller guarantees, in the event of a default under the Contract, the payment of the last \$500 of the total amount due under the Contract, and should the net value of the vehicle be insufficient to pay in full the amount remaining unpaid under the Contract, Seller will, upon demand, pay to the Assignee or other holder the amount of its loss under the Contract.

Dated 11/1/97 at NOT REASONABLE PAYMENT (Dealer's City and State)
Signed PICKS MULBACH (Name of Dealer) (Seal) By (Officer, Firm Name, or Quality)

FORM NO. 553-ID BACK (REV. 1/03)

Basic Lien Information	
Account ID	1G3N1L52FX4C119805
Lien Start	11/11/2004
Orig. Loan \$	10667.36
Lien Holder	Wells Fargo Auto Finance Inc
Last Transactions	
Sent NONE	
Received 12/01/2004 22:33 Add Title - Perfection of Lien	
Status Code	Filed
Borrower/Lessee	
<input checked="" type="radio"/> Single <input type="radio"/> Combined <input type="radio"/> Business Name GENE BAIRD CoSigner GREGG D BAIRD Address 1 2017 DOUBLE TREE CIR Address 2 IDAHO FALLS City IDAHO FALLS State ID Zip 83402	
Collateral Information	
Make	OLDSMOBILE
Year	2004
Type	<Select->
Title Information	
Received	12/1/2004
Status	MATCHED 12/1/2004
Tag No No ID 045020577 <input type="checkbox"/> Title In-File Pre-Conversion 1 (68) ID: Actual odometer 2 (00) ID: Clear	
Save Loan Refresh Loan Delete Loan Add Note	
Customer Notes (View Notes Report)	
Date/Time	11/19/2004 08:35
User	IMPORT
Notes	
Record Updated: Add Successful	